

**TEXAS AUTO BURGLARY & THEFT PREVENTION AUTHORITY**

# **GRANT ADMINISTRATIVE GUIDE**



## Texas Automobile Burglary and Theft Prevention Authority Board

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## Financial and Administrative Requirements

The ABTPA has established financial and administrative requirements for grantees based on state and federal law and regulations. Pursuant to the state Uniform Grant Management Standards Act (UGMS),<sup>1</sup> the governor's office has developed uniform assurances and standard financial management conditions, which the ABTPA uses in its grant program.

This Guide is intended to summarize the financial and administrative requirements of UGMS, to define the eligibility for and conditions governing ABTPA grant funds, to provide clarification in some areas not explained, and to establish the administrative guidelines for achieving compliance.

The UGMS for state agencies were developed under the authority of Chapter 783 of the Texas Government Code, which codifies the Uniform Grant and Contract Management Standards Act of 1981. That Act directs the governor's office to establish uniform grant and contract administration procedures "to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies." The UGMS were established to promote the efficient use of public funds by providing awarding agencies and grantees a standardized set of financial management procedures and definitions, by requiring consistency among grantor agencies in their dealings with grantees, and by ensuring accountability for the expenditure of public funds. State agencies are required to adhere to these standards when administering grants and other financial assistance agreements with cities, counties, and other political subdivisions of the state.

The UGMS incorporates three principal federal circulars promulgated by the federal Office of Management and Budget (OMB):

- Circular No. A-87: Cost Principles for State, Local, and Indian Tribal Governments;
- Circular No. A-102: Grants and Cooperative Agreements With State and Local Governments; and,
- Circular No. A-133: Audits of State, Local Governments, and Nonprofit Organizations.

**Information in the ABTPA Administrative Guide refers only to ABTPA grant funds.**

[1] -Tex. Gov't. Code ch. 783 (West. 1997 & Supp. 1999).

# Administrative

## Indirect Costs

Indirect costs are not allowable expenses. Regional Councils of Government and Universities may be exempt from this policy pending ABTPA Board approval. In order to be considered for exemption, Regional Councils of Government and Universities must have an official cost allocation plan developed in accordance with OMB Circular No. A-87.

Indirect costs are those:

- incurred for a common or joint purpose benefiting more than one cost objective, and
- not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

The term “indirect costs,” applies to such costs originating in the grantee agency, as well as other entities in supplying goods, services, and facilities to the grantee; examples include universities and council of governments.

## Professional or Consultant Services

### A. Fees

- a. General.** Consultant fees for an individual normally may not exceed \$150 per day or \$18.75 per hour. Under unusual circumstances an additional amount per day may be paid to individual consultants but must have prior approval by the ABTPA Director. The rate should be based on the prevailing market rate for the type of work being performed. The payment may include actual time for preparation, evaluation, and travel subsistence costs, in addition to the time for presentation/performance.
- b. Cash Match Requirements.** Professional or consultant fees related to the design, development, or procurement of computer hardware and/or computer software require a 50/50 cash matching contribution. Grantees may not use temporary personnel to circumvent the 50/50 local cash match requirement.
- c. Consultants Associated with Educational Institutions.** The maximum daily rate of compensation that will be allowed is the consultant's academic salary projected for twelve months divided by 260. These individuals normally receive fringe benefits which include sick leave for a full 12-month period even though they normally work only nine months per year in their academic positions.
- d. Consultants Employed by State and Local Governments.** Compensation for these consultants will be allowed only when the unit of government will not provide their services without cost. In these cases, the rate of compensation is not to exceed the daily salary rate paid by the unit of government.
- e. Consultants Employed by For Profit and Nonprofit Organizations.** These organizations are subject to competitive bidding procedures. Thus, they are not subject to the \$150-per-day maximum compensation. In those cases where an individual has authority to consult without employer involvement, the rate of compensation should not exceed the individual's daily salary rate paid by his/her employer, subject to the \$150 limitation.



**f. Independent Consultants.** The rate of compensation for these individuals must be reasonable and consistent with that paid for similar services in the marketplace. Compensation may include fringe benefits.

## **B. Contractual Requirements and Conditions**

The requirements with respect to arrangements for services with individuals, other government units, and non-government organizations are as follows:

### **a. Individual Consultant.**

1. Dual compensation is prohibited (i.e., the individual may not receive compensation from his/her regular employer and the retaining grantee for work performed during a single period of time even though the services performed benefit both);
2. The contractual arrangement must be in writing and consistent with the grantee's usual practices for obtaining such services;
3. Time and/or services for which payment will be made and rates of compensation are set out and will be supported by adequate documentation; and,
4. Transportation and subsistence costs for travel performed are at an identified rate consistent with the grantee's general travel reimbursement practices.

### **b. Units of Government.**

Rates and the work or services for which reimbursement is claimed must be directly and exclusively devoted to grant purposes and charged at rates not in excess of actual cost to the "contracting" government agency.

### **c. Other Non-Government Organizations.**

1. The contractual arrangement must be in writing and consistent with the usual practices and policies of the grantee in contracting for or otherwise obtaining services of the type required;
2. Indirect costs or overhead charges in cost-type arrangements are based on an audited or negotiated rate previously approved by a state or federal agency or are based on an indirect cost submission reflecting actual cost experience during the contractor's last annual or other recently completed fiscal period;
3. The customary fixed fee or profit allowance in cost-type arrangements does not exceed 10% of total estimated costs; and,
4. Time keeping/over time and what is considered professional or contractual.

## **Program Income (Including Asset Seizure and Forfeiture)**

### **Definition of Program Income.**

Program income means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

**All program income earned during the grant period from grant activities shall be retained by the grantee and, in accordance with the grant agreement, shall be:**

- Added to funds committed to the project by the grantor and grantee and used for eligible program objectives;
- Used for cash match;
- Used to finance the non-ABTPA share of the project when approved by the ABTPA Director; or,
- Deducted from the total project costs for the purpose of determining the net costs on which the ABTPA share of costs will be based.

Program income generally includes all fees, royalties, registrations, etc., generated by services, activities, or products provided through the grant project. **Cash contributions/donations are not program income (See Contributions).** Program income shall be used for the purposes and under the conditions of the grant agreement.

Program income also includes all funds seized by law and all property seized by law which has been converted into funds. **Property seized must be converted into funds for use in grant activities or prior ABTPA approval to use it for other purposes is required.**

**Grantees must submit a written request to carry forward program income at the end of each grant year to be approved by the ABTPA Director.**

All program income expenditures should be reported to ABTPA on the financial expenditure report. Total expenditures of \$250 or more with program income must have prior ABTPA approval. Program income expenditures of less than \$250, excluding equipment, cameras, or computer purchases, do not need ABTPA approval. Capital improvements projects using program income must have approval by ABTPA Director.

All law enforcement agencies receiving ABTPA funds must maintain a seizure and generated program income log that reflects any seizure at which grant-funded personnel (full time, part time, or overtime) were present. (If there are no grant funded personnel, the seizure does not need to be reported.)

**Program Income Post-Award Period.** There are no federal requirements governing the disposition of program income earned after the end of the award period (i.e., until the ending date of the final financial report), unless the terms of the agreement or the federal or state agency regulations provide otherwise. Any program income in excess of the total grant award amount remaining on hand at the end of the grant period may, with prior Automobile Burglary and Theft Prevention Authority approval, be carried forward and budgeted in the continuation grant. Such funds must be used for purposes that further the objectives of the project.

## Contributions

Grantees can receive cash contributions by other public agencies and institutions, and private organizations and individuals. Scope and objective of the project must remain the same. Cash contributions for other purposes outside the scope of auto theft should be deposited in a separate operating account. **All cash contributions must be approved by the ABTPA Director.**



## Program Monitoring and Audits

The ABTPA monitors grants throughout their existence in accordance with all applicable state and federal law, rules, regulations and guidelines.

The ABTPA reviews progress reports and financial expenditure reports to determine that grant money has been spent in accordance with Texas Civil Statutes, Article 4413(37) and ABTPA rules. The ABTPA conducts on-site monitoring visits to ensure compliance with grant requirements and to assist grantees with the day-to-day operation of their projects. On-site monitoring includes, but is not limited to, the review and verification of the:

- Adequacy of the accounting system, project files, and administration;
- Vehicle use policy;
- Program income seizure and generated program income log;
- Nonsupplanting of host agency;
- Accuracy of the use of promotional items for reaching public awareness goals;
- Relationships of expenditures to the budget amounts and of actual program operations to the approved grant;
- Accuracy and compliance with financial information, statistics on project activities, and goal achievement indicators;
- Timeliness of submission of financial expenditure and progress reports;
- Grantee equipment inventory;
- Adherence to ABTPA rules, grant guidelines, and specified performance measures stated in the grant application; and,
- Evaluation of the performance measures and the likelihood of success of the project. An application for a continuation grant will be evaluated on past performance as reflected in the project's success to date in meeting its goals, objectives, and performance measures.

Grantees are required to maintain current records on their grant projects and monies. The ABTPA will make announced and unannounced monitoring or audit visits at least once every two years. An audit may be conducted on any grant, regardless of amount, during the grant period at the discretion of the ABTPA or at the end of the grant period. The ABTPA may require an independent annual financial audit of grants in excess of \$50,000. A copy of each independent CPA audit as required shall be filed with the ABTPA.

Grantees are required to comply with OMB Circular No. A-133 relating to the Federal Single Audit Act.

## Bonding and Insurance

Each nonprofit corporation directly receiving grant funds from the ABTPA must secure and maintain a commercial bond indemnifying the ABTPA against the loss and/or theft of ABTPA grant funds. The cost of such a bond is an eligible expense of the grant.

## Local Resolutions

Local governments must include a resolution from the local governing body (i.e., city council, county commissioners court, school board) in each grant application which authorizes submission of the application to the ABTPA and which clearly identifies the project for which funding is being requested.

## Designation of Grant Officials

The following persons are eligible to serve as the designated grant officials:

### Project Director

Any employee of the grantee designated by the grantee to be responsible for operation or monitoring of the project.

### Project Manager

The person who handles the day-to-day operation of the project and time-consuming obligation. In addition to conducting the day-to-day project activities, this person is responsible for record keeping, reviewing financial expenditures, maintaining a project file, approving required reports, evaluating the project, assisting with audits, etc.

### Financial Officer

The chief financial officer of the grantee (county auditor, city treasurer, comptroller, treasurer of the corporation, etc.). Note: The financial officer shall not be the same person as the project director.

### Authorized Official

The person authorized by the governing body to apply for, accept, decline, or cancel the grant for the applicant agency (i.e., executive director of an agency, county judge, city mayor, city manager, assistant city manager, or his/her designee if authorized by governing body, etc.), whose name must agree with the signature on the grantee application, page ABTPA-1. Alternate signatures for designated officials are allowed if accompanied by an official letter of request.

## Grant Adjustments

When it becomes necessary to change any significant element of a grant, as listed below, such change is accomplished by a grant adjustment. Grant adjustments which simply record information provided by the grantee are made in ABTPA records but do not require acknowledgment to the grantee.

Each grantee is responsible for initiating a grant adjustment by utilizing Form GAF-1. Other forms may be included to clarify the action. Requests must be transmitted to ABTPA over the signature of the person designated in the respective Grantee Acceptance Notice for that purpose, or over the signature of the Authorized Official. Grant adjustments which require ABTPA Director approval of a requested action are issued by the ABTPA in a Grant Adjustment Notice, copies of which are mailed to the Project Director and the Financial Officer for the grant.



- The grantee shall notify the ABTPA of any change of the designated Project Director, Project Manager, Financial Officer, or Authorized Official within five days following such change. The grantee shall submit a sample signature of the new Financial Officer.
  - The grantee shall secure ABTPA Director approval in advance for any of the following:
    - Out-of-state travel that was not included in the approved budget;
    - Changes in the need, objectives, approach or geographical location of the grant;
    - Transfers of funds within direct cost categories exceeding a cumulative total of 5% of the total grant budget for that year;
    - Changes in the number or job description of personnel specified in the grant agreement;
    - Changes in equipment amounts, types, or methods of acquisition;
    - Changes in the grant period or in the period for liquidating all encumbered funds;
    - Decrease in the grantee cash match contribution;
    - Expenditure of program income not allocated in the approved budget;
    - New line-items to be included in the budget;
    - Transfer of funds to new line items in same budget category;
    - Cost-of-living and merit increases exceeding 5% of a budgeted salary rate; or,
    - Transfer of funds between direct cost categories.
  - ABTPA will honor facsimile copies of grant adjustment requests and will not give verbal approvals.
  - No budgetary grant adjustment requests will be honored 30 days prior to the end of the grant period. Adjustments are due by the last working day of July of the current grant year.
- Note: Travel, purchases and invoice payments should not be completed before adjustment is approved. **Please allow 3-5 days for approvals.**

(GAF01/26)

# Texas ABTPA Grant Adjustment Form

CHECK ONE  
☐ Personnel Change  
☐ Financial Change  
☐ Program Change

*Prior approval is required. Attach Additional pages if necessary*

1 Name of Grantee	2 Project No.	3 Effective Date of Change
4 Mailing Address		
5 Project Director	6 Title	7 Phone No.
8 Address		
9 Personnel Modification and/or Explanation		
10 Other Modification and/or Explanation		

## ABTPA USE ONLY

Adjusted Budget Requested	Current Approved Amount	Amount of Change Requested (+ or -)	Revised Budget Amount	Approved Budget Amount
1. Personnel				
2. Professional Services				
3. Travel				
4. Equipment				
5. Supplies				
6. Indirect Costs				
7. Total Costs				

\_\_\_\_\_  
 Signature of Project Director

\_\_\_\_\_  
 Date

**SUBMIT REQUEST TO:**  
 TEXAS AUTOMOBILE BURGLARY & THEFT PREVENTION  
 AUTHORITY  
 4000 Jackson Ave., Austin, Texas 78731

FOR ASSISTANCE CALL: (512) 374-5101 or  
 Fax (512) 374-5110



## Confidential Funds

(Guidelines for Control and Use of Confidential Funds.)

**Confidential funds associated with covert or normal operations of law enforcement are a permissible grant item. The amount requested cannot exceed \$5,000 for the grant year.**

### A. Definitions

Confidential expenditures include the following types of purchases and will be authorized for subgrants at the state, county, and city level of law enforcement.

- a. Purchase of Services (PS).** This category includes travel or transportation of a nonfederal officer or an informant; the lease of an apartment, business front, luxury-type automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment, and similar expenses for undercover purposes, within reasonable limits.
- b. Purchase of Evidence (PE).** This category is for the purchase of evidence and/or contraband such as stolen property, counterfeit tax stamps, counterfeit car titles, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.
- c. Purchase of Specific Information (PI).** This category includes the payment of monies to an informant for specific information. All other informant expenses would be classified under PI and charged accordingly.

### B. Policy

Confidential funds are those monies allocated to purchase of services, purchase of evidence, and purchase of specific information. These funds should only be allocated:

- a.** When the particular merits of a program/investigation warrant the expenditure of these funds.
- b.** When requesting agencies are unable to obtain these funds from other sources.

Confidential funds are subject to prior approval by the ABTPA. Such approval will be based on a finding that they are a reasonable and necessary element of project operations. In this regard, the approving agency must also ensure that the controls over disbursement of confidential funds are adequate to safeguard against the misuse of such funds. The ABTPA will make this determination from a review of the grant application and the receipt of a signed certification.

A signed certification that the project director has read, understands, and agrees to abide by the provisions of this Administrative Guide is required from all projects that are involved with confidential funds from either federal or matching funds. The signed certification must be approved at the time of grant application.

## C. Procedures

Each project authorized to disburse confidential funds must develop and follow internal procedures which incorporate the following elements (Deviations from these elements must receive prior approval of the ABTPA):

- a. Imprest Fund.** The funds authorized will be established in an imprest fund which is controlled by a bonded cashier.
- b. Advance of Funds.** The supervisor of the unit to which the imprest fund is assigned must authorize all advances of funds. Such authorization must specify the purpose of the information to be received, the amount of expenditures, and assumed name of informant.
- c. Informant Files.** Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Documentation, Section F, Item b for a list of required documents for the informant files.
- d. Cash Receipts.**
  - 1. The cashier shall receive, from the agent or officer authorized to make a confidential payment, a receipt for cash advanced to him/her for such purposes.
  - 2. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.
- e. Receipt for Purchase of Information.** An informant payee receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an informant payee receipt containing the following information:
  - 1. The jurisdiction initiating the payment.
  - 2. A description of the information/evidence received.
  - 3. The amount of payment, both in numerical and word form.
  - 4. The date on which the payment was made.
  - 5. The signature of the informant payee.
  - 6. The signature of the case agent or officer making payment.
  - 7. The signature of at least one other officer witnessing the payment.
  - 8. The signature of the first-line supervisor authorizing and certifying the payment.
- f. Review and Certification.** The signed receipt from the informant payee with memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest fund. The certification will be witnessed by the agent or officer in charge on the basis of the report and informant payee's receipt.
- g. Reporting of Funds.** Each project shall prepare a reconciliation report on the imprest fund on a

quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Grantees shall retain the reconciliation report in their files and available for review.

**h. Record and Audit Provisions.** Each project must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approval/disapproval), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files, Section F, Item b for a list of documents that should be in the informant files. In projects where grant funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provisions of the grantor agency legislation.

## D. Accounting and Control Procedures

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

- a. It is important that expenditures which conceptually should be charged to PE/PI/PS are in fact so charged. It is only in this manner that these funds can be properly managed at all levels and accurate forecasts of projected needs be made.
- b. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices as it deems appropriate.
- c. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any one buy or investigation.
- d. In exercising his/her authority to approve these expenditures, the supervisor should consider:
  - 1. The significance of the investigation;
  - 2. The need for this expenditure to further that investigation; and,
  - 3. Anticipated expenditures in other investigations. Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.
- e. Funds for a PE/PI/PS expenditure should be advanced to the officer on a suitable receipt form. A receipt for purchase of information or a voucher for purchase of evidence should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
- f. For security purposes, there should be a time limit on the amount of time funds may be held outstanding. In metropolitan areas where field agents have a timely access to their headquarters, there should be a reconciliation of outstanding funds on a weekly basis. In rural areas where agents are more than a hundred miles from their headquarters, reconciliation of outstanding funds should be

done on a bi-weekly basis. If it becomes apparent that during this time the expenditure will not materialize, then the funds should be returned to the advancing cashier as soon as possible. An extension to the established time period may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are the amount of funds involved, the degree of security under which the funds are being held, how long an extension is required, and the significance of the expenditure. Such extensions should be limited to a week for metropolitan areas and two weeks for rural areas. Beyond this, the funds should be returned and advanced again, if necessary. Regardless of the circumstances, within the designated time limit, the fund cashier should be presented with either the unexpended funds, an executed voucher for payment of confidential expenditures, or written notification by management that an extension has been granted.

- g.** Purchase of Services expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, mileage logs which indicate destination and purpose of travel, etc. If not available, the office head, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

## **E. Informant Management and Utilization**

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

- a.** Assignment of an informant code name to protect the informant's identity.
- b.** An informant code book controlled by the office head or his/her designee containing:
  - 1.** An informant's code name.
  - 2.** Type of informant (i.e., informant, defendant/informant, restricted use/informant).
  - 3.** Informant's true name.
  - 4.** Name of establishing law enforcement officer.
  - 5.** Date the establishment is approved.
  - 6.** Date of deactivation.
- c.** Establish each informant file in accordance with Informant Files (Refer to Documentation, Section F, Item b).
- d.** For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL fact that was earlier reported on the Establishment Record is no longer correct (e.g., a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
- e.** **All informants being established should be checked in all available criminal indices.** If a verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI



number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

## F. Informant Files

**a. Security.** A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the office head or an employee designated by him. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary, legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

**b. Documentation.**

1. Informant Payment Record, kept on top of the file. This record provides a summary of informant payments.
2. Informant Establishment Report, including complete identifying and locating data, plus any other documents connected with the informant's establishment.
3. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
4. Agreement with cooperating individual.
5. Receipt for purchase of information.
6. Copies of all debriefing reports (except for the Headquarters case file).
7. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
8. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
9. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
10. Any deactivation report or declaration of an unsatisfactory informant.

## G. Payments to Informants

**a. Any person who is to receive payments charged against PE/PI funds should be established as an informant.** This includes persons who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:

1. The level of the targeted individual, organization, or operation.
2. The amount of the actual or potential seizure.
3. The significance of the contribution made by the informant to the desired objectives.

**b. There are various circumstances in which payments to informants may be made.**

1. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.
2. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expenses at the new location for a specific period of time (not to exceed six months). Payments for these expenses may be either in a lump sum or as they occur and should not exceed the amounts authorized for law enforcement employees for these activities.
3. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

**c. Documentation of payments to informants is critical and should be accomplished on a receipt for purchase of information.** Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first-line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

## Confidential Funds Certification

TO:

Automobile Burglary and Theft Prevention Authority

Attention: ABTPA Director

4000 Jackson Ave.

Austin, Texas 78779-0001

FROM:

NAME

POSITION

GRANT TITLE

LOCATION

SUBJECT:

Disbursement of Funds for Confidential Expenditures

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in this attachment.

PROJECT DIRECTOR

DATE

## Receipt of Informant Payee

For and in consideration of the sale and delivery to the State, County, or City of \_\_\_\_\_

\_\_\_\_\_ of information or evidence identified as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I hereby acknowledge receipt of \$ \_\_\_\_\_ (numerical and word amount entered by payee)

paid to me by the State, County, or City of \_\_\_\_\_.

\_\_\_\_\_  
 PAYEE SIGNATURE DATE

\_\_\_\_\_  
 CASE AGENT/OFFICER SIGNATURE DATE

\_\_\_\_\_  
 WITNESS SIGNATURE DATE

\_\_\_\_\_  
 CASE OR REFERENCE

\_\_\_\_\_  
 APPROVAL DATE



## Cash Match

Cash match is the contributions or outlay of money contributed by other public agencies and institutions, and private organizations and individuals. Cash match is cash above and beyond what is already being provided from city and county. Please refer to Rule §57.36 for the required match contribution.

Extent of cash match is to allow grantees to become self-sufficient. Cash match must be clearly stated and justification written in narrative for each budget category. Cash match requirements will be assessed by the ABTPA staff for recommendation of awards. Reporting of cash match amounts is not the responsibility of ABTPA, but is accounted for with the financial office of the grantee.

Costs financed by program income, as defined in the Program Income section, shall count towards satisfying the match requirement if costs are allowable and permitted in the terms of the grant agreement.

Example of Items to be considered for cash match requirement:

- Direct Salaries
- Fringe Benefits
- Overtime
- Purchase of Vehicle
- Leased Vehicles Payments
- Direct Operating Expenses:
  - Postage
  - Uniforms
  - Pager Service
  - Fuel & Maintenance

**In-kind is not catch match.** In-kind is defined as monies or services that are being donated or contributed by the agency at no charge to the program. The value of the services or goods is estimated based on the "street value."

### Examples:

- Percentage of staff person's time
- Use of computers or other technologies
- Volunteers (professional or general)
- Use of agency vehicle
- Use of a building and utilities
- Contribution of desks and chairs
- Janitorial supplies
- Use of existing telephones

## Purchasing Promotional Items

The following guidelines must be followed when purchasing promotional items with grant funds:

- The ABTPA logo or name of the Authority must be placed on the item.
- When using the trademarked logo or slogan, approval must come from the Authority.
- A sample of the purchased item must be sent to the Authority before distribution.

## Equipment

### Equipment

In order to purchase equipment with grant funds or program income, a grantee must demonstrate that the requested equipment is necessary to the successful operation of the grant project.

Each piece of equipment must be individually approved by the ABTPA through the original grant application or in a subsequent grant adjustment request **prior** to the purchase of such equipment. Equipment purchased prior to ABTPA approval will not be considered an allowable cost.

Non-expendable equipment having a unit cost of less than \$250 should not be reported as equipment unless the grantee chooses to capitalize such purchases in its own accounting records.

Training, educational films and videos, and cameras, regardless of cost are classified as equipment. Software purchased should be listed as equipment regardless of cost.

### Procurement Standards and Procedures

#### A. Procurement of Professional or Consultant Services

Grantees must follow the procurement standards and procedures below. A grantee shall not circumvent the requirements by contracting for a fixed product which would not be subject to the professional services fee limitation. This is particularly significant in contracting for the services of individuals.

#### B. General

All grantees must comply with the OMB's Common Rules, Section 36 (as outlined in Section III, Subpart C, Section 36, UGMS).

Each state agency grantee must comply with Chapter 2254 of the Government Code when securing consultant services.

City, County and local grantees must comply with applicable provisions governing purchases of Title 8 of the Local Government Code.

#### C. Procurements

Prior to obligating grant funds for equipment purchases or professional or consultant services in excess of \$15,000, grantees shall submit the following documents for ABTPA review and approval:

- Documents must be transmitted by a letter signed by the Authorized Official named in the grant or by the person designated in the "Grantee Acceptance Notice" to initiate grant adjustments;
- A brief narrative description of the procurement procedures used and an unequivocal statement of which low eligible bid was selected;
- A list of vendors requested to bid or respond (State agencies using the purchasing service of the State Procurement Commission must still comply with this requirement);
- Requests For Proposal [RFP] or Invitations For Bid [IFB] issued by the grantee to implement the grant project must provide notice to prospective bidders that contractors which develop or draft specifications, requirements, statements of work, and/or RFPs for proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award;

- A copy of the public advertisement;
- A copy of the RFP or the IFB, with specifications;
- A copy of each response;
- A description of the selection process used to select the successful bidder, with a copy of the evaluation of all proposals;
- If sole source procurement is necessary or if only one response is received, a justification for selecting the sole source or an explanation of why only one response was received; and,
- A copy of the proposed contract.

The outline for sole source justification and a sample contract between the grantee and a third party is included on P. 53-54, of this Guide.

## Leased and Purchased Vehicles

Lease purchase of vehicles for covert or other operations normally associated with law enforcement is a permissible grant item. **Lease payments not to exceed \$600 a month per vehicle.** Vehicles purchased for grantee use must have ABTPA Director's approval to be used as bait vehicles. Leased vehicles cannot be used as bait vehicles.

Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

An agency vehicle use policy is required for each grant project. If no policy exists in the agency, grant projects are required to follow state vehicle use policy.

## Lease/Purchase of Computer Hardware & Software

Lease/purchase agreements or leasing of computer systems (computer hardware and software) will not be approved unless the applicant demonstrates that the transaction is cost effective.

Applicants requesting such arrangements in Schedule D of the grant application form must provide justification for requesting the lease/purchase method. All interest charges resulting from such arrangements are not allowable as expenditures under the grant.

## Property Management Standards

Grantees shall use their own property management procedures and standards. In addition, property management systems shall include the provisions of OMB's Common Rule, Subpart C, Section 31 through 36, Equipment and Procurement. Grantees shall comply with all applicable state and local laws, ordinances, and regulations.

### A. Property Policies

Policies and procedures with respect to the acquisition and disposition of property acquired with grant funds must be based on three primary considerations:

- a. the function of a property in facilitating successful execution of a project;
- b. the necessity for ensuring that grant funds are properly used and accounted for; and,
- c. the desirability of minimizing administrative accounting and reporting requirements.

All grantees/subgrantees utilizing grant funds for the acquisition of property are responsible for establishing and maintaining systems for the effective management of such property.

### Definitions:

- **Personal Property.** Personal property means property of any kind except real property. It may be tangible (having physical existence) or intangible (having no physical existence, such as patents, inventions, and copyrights).
- **Nonexpendable Personal Property and Equipment.** Personal property means having a useful life of more than one year and an acquisition cost of \$500 or more per unit. A grantee may use its own definition of nonexpendable personal property provided that the definition would at least include all tangible personal property as defined above.

### Grantees:

Will use, manage, and dispose of equipment acquired under a grant in accordance with state laws and procedures provided that the procurement conforms to applicable federal law and the standards identified in the Procurement Standards Sections of the Grant Common Rule, UGMS, Subpart C, Section 32.

## B. Property Management Systems

Property management systems shall apply to the acquisition, use, disposition, and replacement of all equipment.

### Acquisition:

Grantees are required to be prudent in the acquisition of equipment. Careful screening should take place to insure that proposed equipment is necessary and that the need cannot be met with equipment already in the possession of the grantee. ABTPA approval is required for all equipment purchases.

- Grantees should be aware that costs associated with the acquisition of equipment may be disallowed if a determination is made that the equipment purchased was unnecessary for the successful execution of the grant project.
- Grantees will maintain property records on equipment purchased in whole or in part with ABTPA funds. These property records are to be made a part of the official grant records and must be available for review by authorized personnel. The ABTPA Property Inventory Form shall be used to record equipment purchases with ABTPA funds. The total cost of the inventory should reconcile to the total amount reported in the equipment category of the final expenditure report. Equipment budgeted and paid in total with grantee funds does not require an inventory report.
- Grant records should contain copies of the purchase order and invoice.



### Loss, Damage, or Theft of Equipment:

Grantees/subgrantees are responsible for replacing or repairing property which is willfully or negligently lost, stolen, damaged, or destroyed. Grantees must investigate any loss, damage, or theft of the property and fully document the loss, damage, or theft. In the event of loss, damage, or theft, the ABTPA shall be promptly notified and provided all documents relating to the matter.

### Use:

A grantee shall use equipment acquired under a grant in accordance with state laws and procedures and the use shall meet the following requirements:

- **Equipment must be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal/state funds.**
- An official letter to ABTPA from the grantee must accompany requests for use of equipment on other projects or programs, stating the timeframe and purpose for use. Prior approval must be given by ABTPA before use.
- The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the federal/state government, providing such use does not interfere with the work on the projects or programs for which it was originally acquired.
- Notwithstanding program income, the grantee shall not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services.
- When acquiring replacement equipment, grantee may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment subject to the approval of the ABTPA Director.
- A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property.
- Adequate maintenance procedures shall be implemented to keep the property in good condition.
- Where the grantee is authorized or required to sell the property, proper sales procedures shall be established which would provide for competition to the extent practical and result in the highest possible return.

### Disposition:

Grantees shall dispose of equipment acquired under a grant in accordance with state laws and procedures and shall adhere to the following disposition requirements for nonexpendable personal property:

- At the termination of the grant period, grantees shall prepare and maintain in their files an inventory report for all equipment items purchased for the grant if ABTPA funds were used to purchase any part of those items. Equipment budgeted and paid in total with grantee funds does not require

an inventory report. Grantees should also include recommendations as to the future use and disposition of the equipment.

- A grantee may use nonexpendable personal property with a current per-unit fair market value of less than \$1,000 for other activities without reimbursement to the ABTPA, or sell the property and retain the proceeds. Methods used to determine per-unit fair market value must be documented, kept on file, and made available to the ABTPA upon request.
- A grantee may retain nonexpendable personal property with a current per-unit fair market value of \$1,000 or more provided that compensation is made to the ABTPA if directed. The amount of compensation shall be computed by applying the percentage of ABTPA participation in the cost of the original project or program to the current fair market value of the property.
- **If the grantee has no need for the property and the property has further use value, the grantee shall request disposition instructions from the ABTPA Director. The ABTPA Director shall issue instructions to the grantee no later than 120 days after the grantee's request, and the following procedures shall govern:**
  - If so instructed, the grantee shall sell the property and reimburse to the ABTPA an amount computed by applying to the sales proceeds the percentage of ABTPA participation in the cost of the grant. However, the grantee shall be permitted to deduct and retain from the ABTPA share \$100 or 10 percent of the proceeds, whichever is greater, for the grantee's selling and handling expenses.
  - If the grantee is instructed to ship the property to other agencies needing the property, the grantee shall be reimbursed by the benefiting agency with an amount which is computed by applying the percentage of the grantee's participation in the cost of the project or program to the current fair market value of the property, plus any reasonable shipping or interim storage costs incurred.
  - If the grantee is instructed to otherwise dispose of the property, the grantee shall be reimbursed by the ABTPA for such costs incurred in its disposition.
- A biennial equipment inventory is required on equipment with a unit cost in excess of \$1,000. This requirement is applicable beginning two years after the completion of the grant period and should be retained by the grantee for audit purposes.

### **Replacement of Equipment:**

When equipment with an acquisition cost of \$1,000 or more is no longer efficient or serviceable, but the grantee continues to need the equipment in its auto theft prevention/detection activities, the recipient may replace the property through trade-in or sale and purchase of new property, provided the following requirements are met:

- Grantees must obtain the written permission of the ABTPA Director prior to entering into the negotiation for the replacement or trade-in of equipment.
- Value credited for the property, if the property is a trade-in, must be related to its fair market value.
- The equipment must be purchased soon after the sale, to show that the sale and purchase are related.

- Replacement of equipment is not a disposition of such equipment and the ABTPA's interest in the equipment will be transferred to the replacement equipment. The ABTPA share of the replacement equipment shall be computed as follows:
  - The proceeds from the sale of the original property or the amount credited for trade-in shall be multiplied by the ABTPA share (percentage) to produce a dollar amount.
  - The percentage ratio of the dollar amount to the total purchase price of the replacement property shall be the ABTPA share of the replacement property.
- The replacement equipment will be subject to the same instruction on use and disposition as the equipment that is replaced.
- Replacement property must serve the same function as the original property.

### **C. Retention of Property Records**

Records for equipment, nonexpendable personal property, and real property shall be retained for a period of three years from the date of the disposition, replacement, or transfer. Inventory of property records for all equipment must be maintained.

- During the time that equipment purchased with ABTPA funds is used for the project purposes, the following minimum property management standards must be met. Property records shall be maintained accurately and an inventory listing should include:
  - A description of the property;
  - Manufacturer's serial number, model number, or identification number;
  - Acquisition date;
  - Location and condition of the property;
  - Total ABTPA cost;
  - Total acquisition cost to reflect ABTPA funds and grantee's cash match funds; and,
  - Any ultimate disposition data including the date of disposal and sale price.



# PROPERTY INVENTORY

GRANTEE NAME

GRANT NUMBER

[illegible]

The above-listed equipment is to be used for the successful continuation of the grant project under which it was purchased or will be used to continue other ABTPA-funded project(s).

I hereby certify the above-listed equipment will be accounted for in accordance with the provisions of the (Common Rule, Section 31 through 34, of the Uniform Grant and Contract Management Standards), and all items costing in excess of \$250.00 will be inventoried every year by this agency.

**DATE:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Financial Officer/Project Director**

## Instructions for Completing the Property Inventory Form

1. The property inventory form is to be typed or printed and signed by the Financial Officer. The original is to be maintained in grantee files and a copy is to accompany the final expenditure report.
2. **DESCRIPTION**  
Describe as completely as possible the item within the space permitted.
3. **MAKE/MODEL NUMBER**
4. **SERIAL NUMBER**  
Manufacturer's serial number.
5. **ABTPA COST**  
This amount is that part of the total cost provided by the ABTPA.
6. **QUANTITY**
7. **LOCATION**



## Personnel

### Personnel Limitation

No grants will be made to supplement salaries for existing positions. Salaries for ABTPA-funded positions shall comply with state, city, or county classification systems and shall be documented by appropriate time and attendance records.

Positions which existed prior to grant award approval and were funded from any source other than ABTPA grant funds are not eligible for grant funds, except in those cases where entire projects may qualify for continuation under ABTPA Rule 57.36(b). Existing employees of the grantee may be transferred from other positions to fill the positions in a grant project. However, the positions vacated must be filled by additional transfers and/or new hires so that the grantee's full staff of non-grant employees is not reduced in number equal to the number paid by grant monies.

### Overtime

Overtime pay for personnel, may be funded with prior ABTPA approval. **Overtime pay must not exceed 5% of ABTPA funded direct salaries, not to include fringe benefits and overtime during the grant year.** Funding of fringe benefits will be predetermined by ABTPA.

### Payments of Accruals to Employees

Payments of accruals to employees such as vacation, sick leave, severance pay, or other accruals are allowed only for time during which the employee is employed under the grant.

# Grant Personnel Overtime Activity Report

**INSTRUCTIONS:** Enter hours worked in hourly increments. Enter total overtime worked for each day in the appropriate column. For all OT hours worked, enter the description of work activity. By signing the Grant Personnel Activity Report, you are certifying the report to be correct.

**Agency Name:**

**Employee Name:**

**Month / Year:**

Grant #	Grant Period	Overtime Amount	Overtime Remaining

[illegible]

7

If the employee is (ABTPA) grant-funded, the Supervisor should check this box and sign below to also certify that the employee worked solely on the ABTPA grant for the period covered above.

Employee / Volunteer Signature

Supervisor Signature

**Certified Correct**

**Certified Correct**

Issue Date: 2/18/2009

## Travel

### Travel

- Local grantee's travel expenses shall be limited to the grantee's mileage and subsistence policies for non-federally funded activities. Grantees must document all travel expenses, including purpose and destination of each trip. Travel allowances or car allowances may not be charged to grants.
- State agency and statewide nonprofit corporation grantees: State travel regulations in the state appropriations act shall govern payment of travel expenses.
- Grantees that do not have a formal travel policy shall follow state travel regulations.
- Unless authorized by the state legislature, grantee members of ABTPA advisory committees may not charge travel and related expenses for attending a committee meeting.
- Payment of a grantee's travel expenses is governed by the state travel regulations in the state appropriations act for state agency grantees, and for local grantees, their internal policy on travel.
- All travel must be adequately justified in Budget Narrative. Travel Budget cannot be adjusted after travel has occurred. Travel funds cannot be used for advanced payments.
- Out-of-State travel not approved during grant application process must be approved by the ABTPA Director prior to travel on a case-by case basis.
- Registration fees for training or conferences are not a part of the travel budget. They are included in the supplies and direct operating budget.
- Travel should only be for ABTPA sponsored events or approved by the ABTPA.

## Reporting

### Program Reporting Guidelines

#### A. Financial Reports

Each grantee is required to submit financial expenditure reports each calendar quarter. The appropriate forms and instructions are provided separately by the ABTPA to each grantee. The reports must be signed and submitted by the designated financial officer or alternate signator for the grant.

Financial expenditure reports will be generated and distributed by ABTPA. Reports should NOT be altered by grant projects. Any changes must be made by ABTPA. Financial expenditure reports for ABTPA grantees are due as follows:

PERIOD	DUE
September – November	December 31
December – February	March 31
March – May	June 30
June – August	November 30

A grantee must liquidate all obligations incurred under the award no later than 90 days after the end of the grant year. Extensions to submit this report must be requested in writing by the Financial Officer.

## **B. Monthly Progress Reports**

Each grantee is required to submit monthly progress reports in accordance with instructions provided by the ABTPA. A brief summary of your activities, events, etc. should be included in the report. Narratives are to be filled with as much detail as possible. Incomplete or inaccurate reports will be returned. Monthly progress report forms can be found on the ABTPA website.

A year-end report is required which must include a summary of each objective listed in the grant application and the grantee's assessment as to the accomplishment of the objectives. The year-end report is due September 30. Monthly progress reports must be signed by the Project Director or Project Manager.

The monthly progress report must be emailed or faxed to the ABTPA staff by the fifth business day of each month. Please type or print legibly and verify all information is accurate.

## **C. Delinquent Notices**

One of the grant conditions which apply to all ABTPA grants is the timely submission of monthly reports. Agencies with delinquent reports will be sent a letter specifying the grant number, the period ending date, the award amount and the report that has not been received by the ABTPA office.

In accordance with Rule §57.28 for withholding funds, failure to submit reports can constitute receipt of a delinquent notice. Failure to submit reports of expenditures and status of funds, grantee's progress reports, or special required reports at the times and in the form established for such reporting is grounds for withholding grant funds from the agency.

Please refer to sections A-B for the due dates of each reporting period.

Any grant project that is aware of a possible delinquent report, should submit a written request for a grant extension prior to the end of the project grant period. However, only in extraordinary circumstances will an application for an extension of the project grant period be granted by the director of the ABTPA.

## **D. Public Awareness Reports**

A fiscal year projected long-term public awareness activity report is due to ABTPA by September 5 of each grant year. This report serves as a public awareness planning tool for each month for the upcoming fiscal year.

Each grantee is required to submit detailed monthly activity reports in accordance with instructions provided by ABTPA. This report includes all trainings, public awareness events, media coverage and outreach, brochure placement events, and promotional item distributions for the month. If someone wins an award, receives recognition, or if a colleague should be recognized for a job well done, this can be included in the report.

The Detailed Public Awareness Activity Form must be emailed or faxed to the statewide public awareness grant office by the fifth business day of each month. If a grantee does not perform any public awareness activity during the month, the grantee must notify ABTPA in writing.

## **E. Requests for Funds**


Requests for funds will not be honored until any special condition which is a part of the statement of grant award, and which requires a specified action by the grantee before grant funds may be released, has been satisfied.

Request for funds must be accompanied with adequate documentation that supports the expenditure amount. Documentation should consist of copies of general ledger reports, invoices, receipts, travel vouchers and/or any other documents that reconcile to the amount of funds requested. No advanced funds can be requested.

Requests for funds will not be honored after the liquidation period has ended.

# Grantee's Request for Funds

\*\*\*See instructions page 2\*\*\*

  
Texas Department  
of Motor Vehicles  
Form ABTPA-103  
(Rev. 09/20/10)  
Page 1 of 2

4000 Jackson Avenue  
Austin, Texas 78731  
Telephone: 512/374-5101 Facsimile: 512/374-5110



1. FROM: \_\_\_\_\_  
(Grantee)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Contact person and phone number)

2. Date Prepared: \_\_\_\_\_

3. Grant Number: \_\_\_\_\_

4. Please Check One: Original ☐ Supplemental ☐

5. Include all pertinent backup information for the amount  
Of the request submitted.

\*\* Grant Payments will be delayed if Special Conditions  
and/or Progress Reports have not been satisfied.

5. These funds are requested to cover actual/anticipated expenditures for the  
period: \_\_\_\_\_ through \_\_\_\_\_.

6. ABTPA funds **Requested** and/or **Received** to date: \$ \_\_\_\_\_

7. See Item 8 on reverse side of form: \_\_\_\_/\_\_\_\_/\_\_\_\_ : \$ \_\_\_\_\_

8. Enter Cash Match Amount (if applicable) \$ \_\_\_\_\_

9. How much of the item 8 is ABTPA responsible for? \$ \_\_\_\_\_

10. Net (subtract item 10 from item 7): \$ \_\_\_\_\_

11. Enter Amount Requested: \$ \_\_\_\_\_

12. Submitted by:

\_\_\_\_\_  
Printed name of Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

INCOMPLETE REQUEST INFORMATION WILL NOT BE HONORED

## TO BE COMPLETED BY ABTPA

### Financial Approval:

This request is approved in the amount of: \$ \_\_\_\_\_

\_\_\_\_\_  
Initials

Program Manager Approval on Special Conditions/Invoices \_\_\_\_\_

REVISED 8/10



Form ABTPA-103 (Rev. 09/20/10)  
Page 2 of 2

## Instructions To Grantee

**Item 1.** Self-explanatory (please DO NOT write Financial Officer's home address).

**Item 2.** Self-explanatory.

**Item 3.** Self-explanatory.

**Item 4.** Self-explanatory (THIS QUESTION MUST BE ANSWERED).

**Item 5.** Self-explanatory.

**Item 6.** Period for which you are requesting reimbursement.

**Item 7.** Enter total funds requested and/or received since the beginning of the grant period to-date from ABTPA. (DO NOT INCLUDE THIS REQUEST)

**Item 8.** Enter total PROJECT expenditures (actual/accrued) from the beginning of the grant period to a cut-off date (NOT A PROJECTED DATE). This includes your local match.

**Item 9.** Enter the amount of cash match that is attributed to the total project total for the period indicated.

**Item 10.** Enter the amount that ABTPA is responsible for, from the amount in item 8. ABTPA is responsible for a percentage of your total expenditures (example 100%, 75%, etc.). See your digest for the percentage applicable to your grant.

**Item 11.** Self-explanatory.

**Item 12.** Enter amount requested from ABTPA.

**Item 13.** Self-explanatory.

### **Financial Officer Signature:**

Original signature of Financial Officer is required. If there is a change in Financial Officer, or if an alternate must be designated, written notification is necessary from the authorized official. A sample signature of the new or alternate Financial Officer must be sent for our files.

## Special Conditions

### Program Special Conditions

This section prescribes forms and instructions to be used by governmental organizations (except hospitals and institutions of higher education operated by a government) in applying for grants.

#### A. Authorized forms and instructions for governmental organizations.

- In applying for grants, applicants shall only use standard application forms or those prescribed by the granting agency.
- Applicants may be required to submit more than the original and two copies of the applications.
- Applicants must follow all applicable instructions of the prescribed special conditions forms. State agencies may specify and describe the programs, functions, or activities that will be used to plan, budget, and evaluate the work under a grant. For any standard form, state agencies may shade out or instruct the applicant to disregard any line item that is not needed.
- When a grantee applies for additional funding (such as a continuation or supplemental award) or amends a previously submitted application, only the affected pages need be submitted. Submitted pages with information that is still current need not be resubmitted. State agencies may require resubmission of the entire application.

#### B. Forms for applying for grants:

- American with Disabilities Act (ADA) Certification
- Compliance Requirement
- Equal Employment Opportunity Program Certification
- Assurances Certification
- Independent Annual Audit Certification
- Nonsupplanting Certification
- City and County Resolution (provided by the grant applicant, not ABTPA)

#### C. Other Special Conditions:

- **Interagency Review and Approval.** An agreement between multiple agencies receiving ABTPA grant funds to form a single unit that is required to file a joint grant application with the ABTPA.
- **Cooperative Working Agreement(s).** An agreement is required between the grantee and each significant external organization whose collaboration and cooperation is essential in achieving the goal of the grant project and in carrying out the work plan described in the Program Narrative section of the grant application.
- **District Attorney Contract.** An agreement between the district attorney's office and the grantee regarding property and monetary seizures.
- **Law Enforcement Training — Regional Academies.** A description of eligibility and requirements for ABTPA-funded training.
- **Procuring Consultants and Professional Services.** Requirements for securing professional services and/or consultant services approved in the ABTPA grant budget.
- **ABTPA Standard Form Contract Between Grantee and Third Party.** An agreement between the grantee and any third party service provider.
- **Justification for Non-Competitive Procurement.** Requirements for justification for non-competitive procurement.

## Americans With Disabilities Act (ADA) Certification

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

\_\_\_\_\_  
AUTHORIZED OFFICIAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
DATE

## Compliance Requirement

The attached digest of your grant application represents the Automobile Burglary and Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

- (a) Salaries are in accordance with local policy of the participating agencies.
- (b) Personnel are classified in accordance with the needed qualification for the position.
- (c) Fringe Benefits are in accordance with local policy of the participating agencies.
- (d) Travel Policy is in accordance with the travel policy of the participating agencies.

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AUTHORIZED OFFICIAL

DATE

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GRANTEE

DATE

## Equal Employment Opportunity Program Certification

I, \_\_\_\_\_, certify that:

This agency employs fewer than 50 people; therefore,

\_\_\_\_\_  
AGENCY

is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

**or**

This agency employs 50 or more people and has received or applied to the Automobile Burglary and Theft Prevention Authority for total funds in excess of \$25,000; therefore,

\_\_\_\_\_  
AGENCY

has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS TITLE

for review or audit by an official of the Automobile Burglary and Theft Prevention Authority as required by relevant laws and regulations.

\_\_\_\_\_  
PROJECT TITLE

\_\_\_\_\_  
AUTHORIZED OFFICIAL SIGNATURE DATE

\_\_\_\_\_  
PROJECT DIRECTOR SIGNATURE DATE

## Assurances

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

- (a) A grantee and subgrantee must comply with ABTPA grant rules and UGMS.
- (b) A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (c) A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
- (d) A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.
- (e) A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (f) No health and human services agency or public safety or law enforcement agency may have contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (g) A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (h) When incorporated into a grant award or contract, these standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section\_\_\_\_.36 for additional guidance on contract provisions.)
- (i) A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
- (j) Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination.



These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- (k) Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
- (l) Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- (m) Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limits the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (n) Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
- (o) Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)
- (p) Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibits the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

## Assurances Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary and Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the rules of the Automobile Burglary and Theft Prevention Authority and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the foregoing assurances above apply to all recipients of assistance.

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AUTHORIZED OFFICIAL

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DATE

## Independent Annual Audit Certification

The grantee hereby assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, P.L. 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

1. \_\_\_\_\_ Grant(s) expenditures of \$300,000 or more in federal funds –  
An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
2. \_\_\_\_\_ Grant(s) expenditures of \$300,000 or more in state funds –  
An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).
3. \_\_\_\_\_ Grant(s) expenditures of less than \$300,000 in federal funds –  
Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.
4. \_\_\_\_\_ Grant(s) expenditures less than \$300,000 but \$50,000 or more in state funds. A program-specific audit.
5. \_\_\_\_\_ Grant(s) expenditures less than a total of \$50,000 in state funds –  
Financial Statements audited in accordance with Generally Accepted Auditing Standards (GAAS).

AUTHORIZED OFFICIAL	SIGNATURE	DATE
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FINANCIAL OFFICER	DATE
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GRANTEE ORGANIZATION

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

1. The identity of the organization conducting the audit.
2. Approximate time audit will be conducted.
3. Audit coverage to be provided.

## Non Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a). §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this act shall not be used to supplant state or local funds. Public law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

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AUTHORIZED OFFICIAL

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DATE

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GRANTEE

## Interagency Review and Approval

Prior to expending grant funds, the grantee is required to submit a copy of the interagency agreement between the grantee and each agency of the task force receiving ABTPA grant funds, for review and approval.

The interagency agreement must include the following:

- (a) A detailed budget including personnel, travel, equipment, and other operating expenses that are to be reimbursed with grant funds (refer to Schedules in Grant Application where appropriate); and,
- (b) A copy of the Assurances Certification from each agency, other than grantee, receiving ABTPA funds. Attach signed certification to agreement. (In lieu of having the Certification signed, the list of Assurances, or reference to them, may be included in the body of the Interagency Agreement.)

A sample of an Interagency Agreement, Assurances and Assurances Certification are included on pages 46-50.

# Interagency Agreement

## (Sample)

### State of Texas

This Agreement is entered into by and between the \_\_\_\_\_ (County) \_\_\_\_\_, a political subdivision of the State of Texas, hereinafter referred to as "County," and the \_\_\_\_\_ (City) \_\_\_\_\_, a municipal corporation situated in \_\_\_\_\_ County, Texas, hereinafter called "City," pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

### WITNESSETH

**WHEREAS**, the \_\_\_\_\_ and \_\_\_\_\_ wish to file a joint grant application with the Automobile Burglary and Theft Prevention Authority of the State of Texas, for funding in the amount of \$\_\_\_\_\_ for \_\_\_\_\_, and,

**WHEREAS**, the \_\_\_\_\_ and \_\_\_\_\_ have agreed to contribute the total of \$\_\_\_\_\_ in matching funds if said joint application is approved; and,

**WHEREAS**, the source of funds would not normally be used for this purpose; and,

**WHEREAS**, the \_\_\_\_\_ and \_\_\_\_\_ believe it to be in their best interests to join in the application to develop a \_\_\_\_\_.

**WHEREAS**, the \_\_\_\_\_ and \_\_\_\_\_ agree to each accept the responsibility to adhere to all pertinent federal, state, and local laws or regulations.

### NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

#### ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow \_\_\_\_\_ and \_\_\_\_\_ to file joint application for a \_\_\_\_\_ with the Automobile Burglary and Theft Prevention Authority, which creates \_\_\_\_\_ which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

#### ARTICLE II. TERM

2.01 The term of this Agreement is to commence on the execution of this Agreement and to end:



### ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, \_\_\_\_\_ and \_\_\_\_\_ agree to contribute a total of \$\_\_\_\_\_ in matching funds for the enhancement of the \_\_\_\_\_ in the amounts as follows:

\_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

### ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of the \_\_\_\_\_ and \_\_\_\_\_ fund is set out in the attachments to this Agreement, marked as Exhibits "A" through "E" inclusive, and made a part hereof for all purposes.

### ARTICLE V. OWNERSHIP OF EQUIPMENT

5.01 Upon termination of this Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the applicant for which it was acquired, subject to the approval of the Automobile Burglary and Theft Prevention Authority of the State of Texas.

### ARTICLE VI. AMENDMENTS

6.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

### ARTICLE VII. LEGAL CONSTRUCTIONS

7.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### ARTICLE VIII. ENTIRE AGREEMENT

8.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL,

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 ATTEST

\_\_\_\_\_  
 ATTEST

\_\_\_\_\_  
 APPROVED

\_\_\_\_\_  
 APPROVED

## Cooperative Working Agreement(s)

Prior to the release of funds by ABTPA, the grantee (or its contractor who operates the grant program, if applicable) shall provide to ABTPA signed Cooperative Working Agreements. A Cooperative Working Agreement is required between the grantee (or its contractor who operates the grant program, if applicable) and each significant external organization whose collaboration and cooperation is essential in achieving the goal of the grant project and in carrying out the work plan described in the Program Narrative Section of the grant application. The format and content of such an Agreement should follow substantially the following example:

This is to certify that the objectives of the **(insert name of the applicant organization)** grant application for fiscal year \_\_\_\_\_ funding by the Automobile Burglary and Theft Prevention Authority have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

### The Following Paragraph Is Applicable Only When The External Organization Has Personnel Assigned To The Program Described In The Grant Application.

Additionally, **(Name of cooperating organization or agency)** is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

NAME	SIGNATURE	DATE
------	-----------	------

APPLICANT ORGANIZATION OR IT'S CONTRACTOR WHO OPERATES THE PROGRAM
--

NAME	SIGNATURE	DATE
------	-----------	------

EXTERNAL ORGANIZATION
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As an alternative to the language offered in this model, the Cooperative Working Agreement (signed by both parties) may be composed to enumerate the specific services, actions, and support that each party will provide to the other with respect to carrying out the work plan described in the grant application.

## District Attorney Contract

**WHEREAS**, the office of the \_\_\_\_\_ Criminal \_\_\_\_\_ (District/County) Attorney of \_\_\_\_\_ County, Texas, and the \_\_\_\_\_ Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and,

**WHEREAS**, the parties to this contract are identified as the \_\_\_\_\_ Attorney of \_\_\_\_\_ County, Texas (hereafter referred to as the District Attorney) and the \_\_\_\_\_ Task Force, being that group organized pursuant to a grant by and through the Automobile Theft Prevention Authority (hereinafter referred to as the Task Force); and,

**WHEREAS**, the \_\_\_\_\_ Attorney of \_\_\_\_\_ County, Texas has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and,

**WHEREAS**, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft related offenses; and,

**NOW, THEREFORE**, it is mutually agreed by and between the \_\_\_\_\_ Attorney and the Task Force, as follows:

1. The \_\_\_\_\_ Attorney shall diligently pursue all forfeiture actions which arise from operations initiated and investigated by the \_\_\_\_\_ Attorney and the Task Force, as follows:
  - a. Upon seizure of funds or property by the Task Force under the provisions of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the forfeiture action.
  - b. Upon final disposition of the Forfeiture action, all funds and all property attributable to the efforts of the Task Force shall be awarded to the Task Force.
2. All property and funds awarded to the Task Force under forfeiture action represent Program Income (see ABTPA Grant Application). Up to the total grant amount of \$ \_\_\_\_\_ these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, Subpart C, Section 25, Paragraph (g) (2). Any Program Income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with ABTPA approval and must be used for purposes that further the objectives of the project.

(c) This agreement shall be in effect for the term of the Task Force grant award dates, \_\_\_\_\_

\_\_\_\_\_ 20 \_\_\_\_\_, to \_\_\_\_\_, 20 \_\_\_\_\_. It is Agreed and Noted.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
DISTRICT/COUNTY ATTORNEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GRANT PROJECT DIRECTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY

\_\_\_\_\_  
TASK FORCE

## Law Enforcement Training

### Regional Academies

- (a) Within 14 days after completion of each training school, the grantee shall submit to the Automobile Burglary and Theft Prevention Authority (ABTPA) a completed copy of the "Report of Training" form as required by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE). The grantee must indicate which students completed the training school and list the agency each student represented.
- (b) The training academy providing services may be appropriately licensed by TCLEOSE. Any training course paid for with ABTPA funds may result in participants receiving credit hours from TCLEOSE.
- (c) Peace officer training courses shall be open to all local peace officers as defined in the Texas Code of Criminal Procedure, Article 2.12, on an equal basis. Reserve law enforcement officers, law enforcement radio dispatchers, and jailers are eligible for training provided by ABTPA grant funds.
- (d) Funding for Basic Peace Officer Certification courses will be limited to the TCLEOSE-mandated contact hours for each trainee, unless grantee provides adequate justification for additional hours.

## Procuring Consultants And Professional Services

To secure the professional services and/or the consultant services described in the approved grant budget, the following requirements shall apply:

**(a) Fees and Arrangements.** The grantee shall consult and observe the guidelines stated in Section I, Financial and Administrative Requirements; Professional or Consultant Services.

**(b) Procurement Procedures.**

- (1) Purchases up to \$250** may be made on a spot purchase basis, without comparative pricing.
- (2) Purchases between \$1000 and \$2,500** require a minimum of three oral bids, based on identical specifications. The purchaser (grantee) is required to maintain records for audit that show the name, telephone number, date, and bid amount of each source contacted.
- (3) Purchases between \$2,500 and \$5,000** require that written invitations for bid, using identical specifications, be mailed to a minimum of three prospective suppliers. Such invitations must clearly state the deadline for receipt of written bids. The purchaser (grantee) is required to maintain records for audit that include copies of all invitations and all written responses thereto (including original signatures thereon).
- (4) Purchases above \$5,000** require formal newspaper advertising soliciting bids. The purchaser is required to maintain records for audit that include copies of the advertisement(s) and all written responses thereto (including original signatures thereon).
- (5) When the required services/supplies and/or the required skills are so unique that the purchaser cannot identify a minimum of three prospective sources – when the cost exceeds \$1,000 – the purchaser (grantee) shall seek guidance from the ABTPA. In such cases, the grantee shall provide to the ABTPA a letter containing all relevant facts and a proposed course of action.
- (6) Audit organizations and individual independent auditors typically will not respond to an “invitation for bid,” with precise specifications stipulated by the purchaser. In such cases, the purchaser should extend an “invitation for proposal” which permits the prospective supplier to develop the specifications of the engagement/purchase and to quote a relevant cost. It is then incumbent upon the purchaser to select the lowest cost proposal which meets the organizational needs.
- (7) In all instances, prior to the delivery of services, a written contract should be executed to secure professional and/or consultant services. A recommended format for such a contract is found on page 53.

**(c) Grantor Agency Approval.** Following the solicitation of bids and prior to the execution of a contract, the grantee shall obtain ABTPA approval, by providing the ABTPA with a letter containing the following:

- (1) a brief narrative description of the specific procurement procedure (cited herein) that was used;
- (2) a copy of the newspaper advertisement, if that method is required by the applicable procurement procedure (cited herein);
- (3) a draft copy of the proposed contract;
- (4) a list of vendors or practitioners from whom bids or quotes were solicited;

## ABTPA Standard Form Contract Between Grantee and Third Party

STATE OF TEXAS, COUNTY OF \_\_\_\_\_

- (a) This contract is in aid of ABTPA Grant No. \_\_\_\_\_, titled: \_\_\_\_\_  
(Title of the grant in question as it appears on the face of the Statement of Grant Award).
- (b) The **GRANTEE AGENCY** is responsible for closely monitoring the **SERVICE PROVIDER** and the exercise of reasonable care to enforce all terms and conditions of the grant.
- (c) Requirements of the UGMS promulgated pursuant to Chapter 783 of the Texas Government Code are adopted by reference as part of this contract, including the contract provision as in Section 36, Common Rule of OMB Circular No. A-102. The **GRANTEE AGENCY SHALL:** (Check one.)

- ☐ keep all project records.
- ☐ assist the **SERVICE PROVIDER** to establish a set of records that comply with the requirements of the grant and periodically inspect such records to ensure that they are properly kept.

Records shall be preserved for three (3) years for inspection by the ABTPA, or any state or federal agency authorized to inspect the same.

- (d) The **SERVICE PROVIDER** will furnish the following services: (Describe in detail.)
- (e) Payment for the above specified services shall be made as follows: (Describe in detail.)
- (f) Billing for the above specified services shall be provided in the same manner as it would be provided to institutional purchasers in the absence of a grant and shall consist of a brief specified statement of the service or other item provided and the basis for the billing rate.
- (g) In the event of a default of the **SERVICE PROVIDER**, the **GRANTEE AGENCY** may cancel or suspend the contract and the **SERVICE PROVIDER** shall be entitled to recover for all services provided or materials delivered prior to the cancellation date (or unused materials may be returned) or shall repay any funds advanced for services not yet rendered.
- (h) The **SERVICE PROVIDER** shall comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances. Failure to comply with this requirement shall be treated as a default.
- (i) This contract shall automatically terminate on the grant expiration date or any extension thereof granted by the ABTPA. All services billed under this contract must be within the grant period.
- (j) Enumerate any additional provisions desired by the parties or which the ABTPA may direct to be added by specific instruction.



Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
NAME OF GRANTEE AGENCY

\_\_\_\_\_  
NAME OF SERVICE PROVIDER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/ZIP

\_\_\_\_\_  
CITY/ZIP

\_\_\_\_\_  
TELEPHONE #

\_\_\_\_\_  
TELEPHONE #

# Justification for Non-Competitive Procurement

## Format/Outline

### **PARAGRAPH 1:**

Brief description of the program and for what purpose it is being contracted

### **PARAGRAPH 2:**

Explanation of why it is necessary to contract non-competitively, to include the following:

- a. Expertise of the contractor
- b. Management
- c. Responsiveness
- d. Knowledge of the program
- e. Experience of contractor personnel

### **PARAGRAPH 3:** Time Constraints

- a. When contractual coverage is required and why
- b. Impact on program if dates are not met
- c. How long would it take another contractor to reach the same level of competence (equate to dollars if desired)

### **PARAGRAPH 4:** Uniqueness

### **PARAGRAPH 5:** Other points that should be covered to substantiate the request

### **PARAGRAPH 6:** Declaration that this action is in “the best interests” of the agency

## Post Award Packets

The ABTPA shall notify a grant applicant of final action on its grant application. Each grantee shall accept or reject a grant award in the form and manner prescribed by the ABTPA within 30 days of the grant award date. In any event, failure by the grantee to execute the grantee acceptance notice within 30 days of the award date shall be construed as a rejection of the grant award.

A packet of information will be sent to each agency awarded funds during the allocation period.

The grant award packet contains documents concerning a grant awarded to your agency by ABTPA. In a separate letter, the financial officer and the authorized official designated in your grant application will be informed of the award. A set of Request of Funds forms will be sent to the finance office or can be accessed via the internet.

Each agency should read the enclosed information carefully and keep the information in the task force permanent records.

The documents included are listed below:

1. Original Grant Award Letter.
2. Original Statement of Grant Award which lists the Special Conditions which need to be met prior to release of funds.
3. Original Acceptance Notice.
4. Original Approved Budget.

The Statement of Grant Award contains a copy of the Approved Budget Summary, which reflects the final grant budget.

This approved budget may or may not be exactly the same as the budget contained in the grant application originally submitted to ABTPA. Because of this, each agency should compare this document with the application to familiarize you with any changes that may have occurred. A copy of the Award packet will be placed in each grant file.

Original signatures are required for the "Grant Acceptance Notice." Failure to do so would mean no acceptance of the award amounts. Acceptance Notices should be returned to the ABTPA office BEFORE September 1 of the current year.

# ABTPA Rules

## Texas Administrative Code

### Title 43. Transportation

#### Part III. Automobile Burglary and Theft Prevention Authority

#### Chapter 57. Automobile Burglary and Theft Prevention Authority

### §57.1 Definitions

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise. ABTPA — The Automobile Burglary and Theft Prevention Authority.

**Source:** The provisions of this §57.1 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.2 Applicability

- (A) These rules shall apply only to applications and grants awarded to local general purpose units of government, state agencies, independent school districts, nonprofit, and for profit organizations under the ABTPA Grant Program.
- (B) The ABTPA Grant Program is divided into five program categories which reflect the statutory purposes of the ABTPA as follows:
  - (1) Law Enforcement, Detection and Apprehension;
  - (2) Prosecution, Adjudication and Conviction;
  - (3) Prevention, Anti-Theft Devices and Automobile Registration;
  - (4) Reduction of the Sale of Stolen Vehicles or Parts; and
  - (5) Public Awareness, Crime Prevention, and Education.

**Source:** The provisions of this §57.2 adopted to be effective July 10, 1997, 22 TexReg 6187; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.3 Compliance & Semi Adoption by Reference

Grantee/applicants shall comply with all applicable state and federal statutes, rules, regulations, and guidelines. The ABTPA adopts by reference the following statutes, documents, and forms. Information regarding these adoptions by reference may be obtained from the Automobile Burglary and Theft Prevention Authority, 4000 Jackson Avenue, Austin, Texas 78731, (512) 374-5101:

- (1) federal guidelines:
  - (A) Office of Justice Assistance, Research, and Statistics, OJARS Guideline Manual, OJARS M7100.1D, Financial and Administrative Guide for Grants;
  - (B) United States General Accounting Office, Standards for Audit for Governmental Organizations, Programs, Activities and Functions;
  - (C) United States General Accounting Office, Guidelines for Financial and Compliance Audits of Federally Assisted Programs;
  - (D) Office of Management and Budget, Circular Number A-128, Audits of State and Local Government;

- (E) Office of Management and Budget, Circular Number A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations;
- (2) Uniform Grant and Contract Management Standards, developed under directive of the Uniform Grant and Contract Management Act of 1981, Texas Civil Statutes, Article 4413(32g);
- (3) The annual Criminal Justice Plan for Texas developed by the Office of the Governor, Criminal Justice Division;
- (4) Automobile Theft Prevention Authority Grant Program: application kit;
- (5) Automobile Theft Prevention Authority Grant Program: Grant Administration Guidelines;
- (6) ABTPA Forms:
  - (A) statement of grant award;
  - (B) grantee acceptance notice;
  - (C) grantee's request for funds;
  - (D) grant adjustment notice;
  - (E) grantee's progress report;
  - (F) report of expenditure and status of funds;
  - (G) property inventory.

**Source:** The provisions of this §57.3 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

## §57.4 Eligible Applicants

State agencies, local general purpose units of government, independent school districts, nonprofit, and for profit organizations are eligible to apply for grants for automobile theft prevention assistance projects. Nonprofit and profit organizations shall be required to provide with their grant applications sufficient documentation to evaluate the credibility and the community support of the organization and the viability of the organization's existing activities in the context of providing automobile theft prevention assistance; the documentation shall be in compliance with §57.3 of this title (relating to Compliance; Adoption by Reference).

**Source:** The provisions of this §57.4 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399.

**Source:** This Section cited in 43 TAC §57.12, (relating to Application for Supplemental Funds).

## §57.6 Grant Applications

- (a) Grant applications for the automobile theft prevention grant programs must be prepared in accordance with all applicable documents, forms, and guidelines adopted by reference under §57.3 of this title (relating to Compliance; Adoption by Reference).
- (b) Grant applications submitted to the ABTPA must include the names, titles, addresses, and telephone numbers of the authorized official, project director, and financial officer of each grant submitted for consideration.

**Source:** The provisions of this §57.6 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.7 Review of Grant Applications

- (a) The ABTPA will review only those grant applications that are submitted in compliance with the applicable documents and forms adopted by reference under §57.3 of this title (relating to Compliance; Adoption by Reference).
- (b) The ABTPA staff will review grant applications for compliance with ABTPA guidelines.
- (c) The ABTPA staff may recommend award of a grant, award of a grant with modification, or rejection of a grant application.
- (d) The ABTPA staff recommendations shall be based on applicable statutory requirements, rules, guidelines, fiscal constraints, and administrative policies.

**Source:** The provisions of this §57.7 adopted to be effective July 10, 1997, 22 TexReg 6187; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.8 Revision of Grant Application

The ABTPA may require revision of a grant application to comply with all applicable state and federal laws, guidelines, rules, regulations, and applicable administrative and financial requirements for automobile burglary and theft prevention assistance projects.

**Source:** The provisions of this §57.8 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.9 Nonsupplanting Requirement

- (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.
- (b) Each grantee shall certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

**Source:** The provisions of this §57.9 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.10 Nonlobbying Certification

- (a) Each grantee shall certify that none of the grant funds, regardless of their source or character, including local cash contribution, shall be used in any manner to influence the outcome of any election or the passage or defeat of any legislative measure.
- (b) A finding that a grantee has violated this certification shall result in the immediate termination of funding of the project and the grantee shall not be eligible for future funding from the ABTPA.

**Source:** The provisions of this §57.10 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.11 Bonding and Insurance**

Each private nonprofit organization directly receiving grant funds from the ABTPA must secure and maintain a commercial bond against the loss or theft of ABTPA grant funds.

**Source:** The provisions of this §57.11 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.12 Application for Supplemental Funds**

Grant applications for supplemental funds must comply with §57.4, 57.6-57.11 of this title (relating to Eligible Applicants and Application Processing).

**Source:** The provisions of this §57.12 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.13 Award and Acceptance of Grant Award**

- (a) The ABTPA shall notify a grant applicant of final action on its grant application.
- (b) Each grantee shall accept or reject a grant award in the form and manner prescribed by the ABTPA within 30 days of the grant award date. In any event, failure by the grantee to execute the grantee acceptance notice within 30 days of the award date shall be construed as a rejection of the grant award.

**Source:** The provisions of this §57.13 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.14 Approval of Grant Projects**

- (a) The ABTPA will approve funding for projects on an annual basis, subject to continuation of funding through state appropriations and availability of funds.
- (b) To be eligible for consideration for funding, a project must be designed to support one of the following ABTPA program categories:
  - (1) Law Enforcement, Detection and Apprehension;
  - (2) Prosecution, Adjudication and Conviction;
  - (3) Prevention, Anti-Theft Devices and Automobile Registration;
  - (4) Reduction of the Sale of Stolen Vehicles or Parts; and
  - (5) Public Awareness, Crime Prevention, and Education.
- (c) In evaluating a project for funding, the ABTPA will consider:
  - (1) components of auto theft, including the auto theft rate (ratio of automobile thefts to the number of registered vehicles), of the grantee's program area and its impact on the statewide auto theft rate;
  - (2) performance measures and the likelihood of success of the project. An application for a continuation grant will be evaluated on past performance as reflected in the project's success to date in meeting its goals, objectives, and performance measures;
  - (3) the performance of an applicant on other projects funded by the ABTPA;
  - (4) recommendations by ABTPA staff on funding allocations for the grant year and on individual grant applications. Staff recommendations on individual grant applications will be based on staff's review and ranking of each grant application as reflected in the ABTPA Application Review Instrument for each application; and

- (5) the total number of grant applications submitted for the grant year and by program category, in relation to the total grant money available and its allocation among the five program categories, as determined by the ABTPA.
- (d) Grant award decisions by the ABTPA are final and not subject to judicial review.

**Source:** The provisions of this §57.14 adopted to be effective July 10, 1997, 22 TexReg 6187; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.15 Implementation of Grant**

Each grantee shall implement the grant within 45 days of the designated start date indicated on the grant award statement. Failure by the grantee to implement a grant within 45 days will be construed by the ABTPA as the grantee's relinquishment of the grant award. Any exception to this rule will require the review and written approval of the ABTPA director.

**Source:** The provisions of this §57.15 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.16 Operation of Grant**

All grants shall be conducted in accordance with the following:

- (1) applicable federal or state laws, rules, regulations, policies, or guidelines; and
- (2) terms, conditions, standards, or stipulations or grant agreements.

**Source:** The provisions of this §57.16 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399.

### **§57.17 Payment of Outstanding Liabilities**

- (a) Upon completion of the grant period, a grantee must pay all valid outstanding liabilities within 90 days.
- (b) All payments made after the completion of the grant period must relate to obligations encumbered before the end of the grant period.

**Source:** The provisions of this §57.17 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399.

### **§57.18 Grant Adjustments**

The grantee must secure prior written approval from the ABTPA director for any of the following:

- (1) changes in the need, objectives, approach, or geographical location of the grant;
- (2) transfers of funds among direct cost categories exceeding 5.0% of the total grant budget;
- (3) changes in the number or job descriptions of personnel specified in the grant agreement;
- (4) changes in equipment amounts, types, or methods of acquisition;
- (5) changes in the grant or liquidation periods; or
- (6) other changes for which the grant agreement or uniform grant and contract management standards require prior approval. The grantee must provide written notification to the ABTPA director within five days from the date of any change in the project director, financial officer, or authorized official.

**Source:** The provisions of this §57.18 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.



### §57.19 Grant Extensions

A grantee may submit a written request for a grant extension prior to the end of the project grant period; however, only in extraordinary circumstances will an application for an extension of the project grant period be granted by the director of the ABTPA.

**Source:** The provisions of this §57.19 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.20 Requests for Funds

All grantee requests for funds shall be submitted to the ABTPA in accordance with the instructions provided by the ABTPA and shall be in the form required by the ABTPA. Requests for funds will not be honored until any special condition that is a part of the statement of grant award, and that requires a specified action by the grantee before grant funds may be released, has been satisfied.

**Source:** The provisions of this §57.20 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.21 Obligation of Grant Funds

Grant funds may not be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations must be related to goods or services provided and used for approved purposes.

**Source:** The provisions of this §57.21 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.22 Third Party Participation

- (a) The grantee will retain ultimate control of and responsibility for the grant project and any contractor shall be bound by grant agreements, grant conditions, and any other requirements applicable to the grantee.
- (b) Contracts, including any amendments, must be reviewed and approved as to form by the ABTPA director, prior to the release of any funds under the contract when the amount is \$15,000 or more.

**Source:** The provisions of this §57.22 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.23 Financial, Progress, and Inventory Reports

- (a) Each grantee shall submit financial, monthly progress and inventory reports in accordance with the instructions provided by the ABTPA on forms prescribed by the ABTPA. Financial and inventory reports must be signed by the financial officer. Progress reports must be signed by the project director.
- (b) Monthly progress reports are due by the 5th business day of the following month.
- (c) Financial reports are due quarterly and are due on the 5th business day of the following month after the end of each quarter.
- (d) A complete inventory report is due once a year and is to be included with the fourth quarter report.
- (e) For purposes of this section, reporting is on a fiscal year basis, beginning September 1 through August 31.

**Source:** The provisions of this §57.23 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146; amended to be effective December 10, 2007, 32 TexReg 9132; amended to be effective October 25, 2010, 35 TexReg 9512

### **§57.24 Deobligation of Grant Funds**

Any unobligated funds remaining with the grantee shall be returned immediately to the ABTPA with the final financial report.

**Source:** The provisions of this §57.24 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.25 Cancellation of Project**

The grantee shall notify the ABTPA, in writing, of the cancellation of any approved project immediately upon the determination to cancel the project.

**Source:** The provisions of this §57.25 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.26 Misappropriation of Funds**

The grantee must, immediately upon discovery, report to the ABTPA any evidence of misappropriation of funds.

**Source:** The provisions of this §57.26 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.27 Withholding Funds from Grantees**

The ABTPA may withhold funds from a grantee when determination is made that the grantee has failed to comply with established rules, guidelines, standard grant conditions, special grant conditions, or contractual agreements on which the award of such grant is predicated or when ABTPA funds are depleted or insufficient to fund allocations.

**Source:** The provisions of this §57.27 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.28 Conditions for Withholding Funds from Grantees**

(a) Withholding funds from specific projects. Funds may be withheld from a specific project for reasons which include, but are not limited to, the following:

- (1) failure to comply with any applicable federal or state laws, rules, regulations, policies, or guidelines, or with the terms, condition standards, or stipulations of any grant agreements;
- (2) failure to submit reports of expenditures and status of funds, grantee's progress reports, special required reports or a written response to audit and progress monitoring findings, on or before a given deadline and in the form established for such reporting;
- (3) significant deficiencies or irregularities in records maintained by the grantee or its agent for operation and/or administration for the grant project;
- (4) failure to conduct the grant project according to the terms of the application for grant, the statement of grant award, the grantee acceptance notice, or a grant adjustment notice;
- (5) failure to comply with any standard or special condition which has been made a part of the statement of grant award by reference or inclusion therein, or through the issuance of a grant adjustment notice; or
- (6) failure to commence project operations within 45 days of the project start date.

- (b) Withholding funds from all projects. Funds may be withheld from all projects operated by a grantee for reasons which include, but are not limited to, the following:
  - (1) failure to respond to any deficiency listed in this section and for deficiencies found by ABTPA as a result of monitoring or audit;
  - (2) failure to return to the ABTPA within the required time any unused grant funds remaining on the expired grant; or
  - (3) refusal or an unwillingness to return to the ABTPA any grant funds which have been shown by an audit report and the audit review board to have been improperly accounted for or expended for ineligible purposes under a grant that has expired.
- (c) Notification of withholding of funds. The ABTPA shall notify grantees of all deficient conditions constituting grounds for withholding funds and may give advance notification that funds will be withheld unless the deficient conditions are corrected by a specified date.
- (d) Appeals to the ABTPA. Grantees may, within 10 days of receiving notification, request in writing a reconsideration of the determination to withhold funds. The request shall be directed to the director of the ABTPA, together with any documentation in support of the reconsideration. The director will review the determination to withhold funds based on the documentation submitted. The director will make a final determination, which will be transmitted in writing to the grantee.
- (e) Release of funds. Funds shall be released when the ABTPA has been provided with satisfactory evidence that the deficient conditions have been corrected.

**Source:** The provisions of this §57.28 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146; amended to be effective December 10, 2007, 32 TexReg 9132; amended to be effective April 18, 2011, 36 TexReg 2465.

## §57.29 Termination for Cause

- (a) The ABTPA may terminate any grant for failure to comply with any of the following:
  - (1) applicable federal or state laws, rules, regulations, policies, or guidelines;
  - (2) terms, conditions, standards, or stipulations of grant agreements; or
  - (3) terms, conditions, standards, or stipulations of any other grant awarded to the grantee.
- (b) Termination of grants for cause shall be based on finding that:
  - (1) deficient conditions make it unlikely that the objectives of the grant will be accomplished;
  - (2) deficient conditions cannot be corrected within a period of time adjudged acceptable by the ABTPA;
  - (3) a grantee has acted in bad faith.
- (c) The ABTPA shall notify grantees of the conditions and findings constituting grounds for termination.
- (d) Unexpended or unobligated funds awarded to a grantee shall, upon termination of a grant, revert to the ABTPA.
- (e) A grantee may be adjudged ineligible for future grant award if a grant awarded to the grantee is terminated for cause.

**Source:** The provisions of this §57.29 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.30 Appeal of Termination of Grant

- (a) A grantee may appeal the termination of a grant by writing to the director of the ABTPA within 10 days from the date of the suspension or termination notification.
- (b) The grantee may submit written documentation in support of the appeal.
- (c) The director of the ABTPA shall consider any documentation submitted by a grantee in support of an appeal and make a recommendation to the ABTPA on a grantee's appeal.
- (d) The decision of the ABTPA is final and not subject to judicial review.

**Source:** The provisions of this §57.30 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.31 Statewide Private Nonprofit Organizations

- (a) Compensation for personnel and fringe benefits, if authorized in the budget, is allowable provided that the costs:
  - (1) are reasonable for the service rendered; and
  - (2) do not exceed the state classification guidelines for personnel.
- (b) The rate of increase for annual merit or salary increases will be limited to the rate of increase authorized by the state legislature for state agency personnel.

**Source:** The provisions of this §57.31 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399.

### §57.32 Funding of Vehicle

Funding for the lease/purchase of vehicles may be provided for undercover, unmarked, or other vehicles normally associated with enforcement or undercover units. Funding for lease/purchase of vehicles is limited to automobile theft prevention programs.

**Source:** The provisions of this §57.32 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399.

### §57.33 Uniform Crime Reporting

Each criminal and juvenile justice agency receiving funds from the ABTPA, or that benefits from funds awarded by the ABTPA to another agency must, as a condition precedent to any grant award, comply fully with reporting requirements of the Texas Uniform Crime Reporting Program, Department of Public Safety.

**Source:** The provisions of this §57.33 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.34 Funding for Project Promotion

Funds may be used by the ABTPA and grantees for promotional items to enhance auto theft crime prevention efforts. Items such as pens, magnets, T-shirts, bags, or hats may be purchased with ABTPA funds to distribute at public awareness/education events. Funds may be provided for project promotion through paid advertisement, such as billboards, television, newspaper, or radio announcement. Production costs for public service announcements are an allowable expense. It is the intent of the ABTPA to promote the grant program and prevention efforts with administrative funds.

**Source:** The provisions of this §57.34 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### §57.35 Requirements for Funding

Continuation funding for local projects will be considered for staff recommendations to the ABTPA only if the following requirements have been satisfied:

- (1) The project is eligible for funding in accordance with the requirements set forth in this chapter, the ABTPA's application kit, and the ABTPA's grant administration guidelines;
- (2) All administrative, program, and financial requirements are complete; and
- (3) The project's detailed budget provides for the respective share of cash contribution required for that year of funding if additional funding is requested under §57.36 (d) of this title (relating to Level of Funding for Grant Projects).

**Source:** The provisions of this §57.35 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective January 27, 1999, 24 TexReg 420.

### §57.36 Level of Funding for Grant Projects

- (a) Except as provided in subsection (f) of this section, the level of ABTPA funding for a project may not exceed the following annual rates:
  - (1) Years 1 and 2 — 100% of the grant request for each year.
  - (2) Year 3 and thereafter — 80% of the second year award.
- (b) Projects that have been funded previously from federal or other private sources may apply for ABTPA funding as continuation grants. The ABTPA will assume funding of the project at a ratio level commensurate with the project's funding history.
- (c) Equipment costs funded by the ABTPA during a project's first year shall be deducted before the calculation of subsequent year funding.
- (d) A grantee must contribute a cash match of 20% of the total ABTPA award, for each year of funding, in order to be eligible for ABTPA funds.
- (e) A grantee awarded ABTPA funds must expend its 20% cash contribution prior to the expenditure of any ABTPA funds.
- (f) A grantee, in an 80% funding year, may apply for additional funding above 80% of the second year award, including for the consolidation of existing grant programs or the inclusion of new agencies in a current grant program.

**Source:** The provisions of this §57.36 adopted to be effective January 21, 1993, 18 TexReg 159; amended to be effective October 13, 1995, 20 TexReg 7973; amended to be effective August 21, 1996, 21 TexReg 7655; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146; amended to be effective August 29, 2006, 31 TexReg 6820.

### §57.38 Audit Standards

Examinations are to be conducted in accordance with the financial and compliance audit provisions of the United States General Accounting Office, Standards for Audit of Governmental Organizations, Programs, Activities and Functions.

**Source:** The provisions of this §57.38 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399.

### **§57.39 Audit Objectives**

The audit objective is to review the recipient's administration of grant funds and required matching contributions for the purpose of determining whether the recipient has:

- (1) established an accounting system and procedures integrated with adequate internal fiscal and management controls to provide full accountability for the receipt, expenditure, and use of the program funds;
- (2) expended and used program funds in accordance with the requirements set forth in state laws, regulations, and procedures, and the terms and conditions of the award;
- (3) submitted timely financial data that present fairly the financial position and the results of the financial operations; and
- (4) managed its financial operations in accordance with sound management procedures.

Source: The provisions of this §57.39 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399.

### **§57.40 Audit Requirements for Nonprofit Organizations**

- (a) Audit responsibilities. Grantees have the responsibility to provide for an independent audit of their activities annually. The required audits are to be on an organization-wide basis as opposed to a grant-by-grant basis.
- (b) Audit objectives. The audit objective is to review the recipient's administration of grant funds and required nonfederal contributions for the purpose of determining whether the recipient has:
  - (1) established an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities;
  - (2) prepared financial statements which are presented fairly, in accordance with generally accepted accounting principles;
  - (3) prepared financial reports (including financial status reports, cash reports, and claims for advances and reimbursements) which contain accurate and reliable financial data, and are presented in accordance with the terms of applicable agreements; and
  - (4) expended state funds in accordance with the terms of applicable agreements and those provisions of state law or regulations that could have a material effect on the financial statements, or on the awards tested.
- (c) Audit standards. Audits are to be conducted in accordance with the financial and compliance audit provisions of the United States General Accounting Office, Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, adopted by reference under §57.3 of this title (relating to Compliance; Adoption by Reference).
- (d) Audit Reports. Grantees are required to forward a copy of each completed audit report to the ABTPA immediately upon receipt of that report.

Source: The provisions of this §57.40 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.41 Known or Suspected Violations of Laws**

Knowledge or suspicion of any legal violations that are encountered during audits — including fraud, theft, embezzlement, forgery, or serious irregularities — must be communicated in writing to the local prosecutor's office and the ABTPA immediately upon discovery.

**Source:** The provisions of this §57.41 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.42 Grantee's Response to Audit Exceptions**

- (a) A grantee may, within a reasonable time not to exceed 10 working days, give notice of intent to submit documentation to respond to exceptions contained in an audit report by the ABTPA or that has been forwarded to the ABTPA by an independent auditor.
- (b) A grantee may submit documentation, either in person or by mail, to the Automobile Burglary and Theft Prevention Authority, 4000 Jackson Ave., Austin, Texas 78731, Attention: Director.

**Source:** The provisions of this §57.42 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.44 Audit Review Board**

- (a) The Audit Review Board will consist of three members appointed by the ABTPA director, who will review the documentation for legal, financial, and program acceptability under state rules, regulations, and guidelines.
- (b) The Audit Review Board will make recommendations to the director for approval, disapproval, or approval as modified of audit exceptions. The determination by the director will be in writing to the grantee within 30 days.

**Source:** The provisions of this §57.44 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.46 Refunds to the ABTPA on Audit Review Board Determinations**

Grantees shall, within 30 days, refund all funds due after a final determination by the Audit Review Board and approval by the director of the ABTPA. Failure to comply with this provision shall subject participants to the provisions of §57.28 of this title (relating to Conditions for Withholding Funds from Grantees).

**Source:** The provisions of this §57.46 adopted to be effective January 21, 1993, 18 TexReg 159; transferred effective February 24, 1998, as published in the Texas Register March 6, 1998, 23 TexReg 2399; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.48 Motor Vehicle Years of Insurance Calculations**

- (a) Each insurer, in calculating the fees established by Texas Civil Statutes, Article 4413(37), §10, shall comply with the following guidelines:
  - (1) The single statutory fee of \$1 is payable on each motor vehicle for which the insurer provides insurance coverage during the calendar year regardless of the number of policy renewals; and
  - (2) When more than one insurer provides coverage for a motor vehicle during the calendar year, each insurer shall pay the statutory fee for that vehicle.

- (3) “Motor vehicle” as referred to in Texas Civil Statutes, Article 4413(37), §10(2), means motor vehicle as defined by the Insurance Code, Article 5.01(e). This definition shall be used when calculating the fees under this section.
- (4) All motor vehicle or automobile insurance policies as defined by Insurance Code, Article 5.01(e), covering a motor vehicle shall be assessed the \$1 fee except mechanical breakdown policies, garage liability policies, nonresident policies and policies providing only non-ownership or hired auto coverages.
- (b) The Texas Automobile Burglary and Theft Prevention Authority Assessment Report form and Instructions for the Computation of the Automobile Burglary and Theft Prevention Authority Assessment of the Comptroller of Public Accounts are adopted by reference. The form and instructions are available from the Comptroller of Public Accounts, Tax Administration, 111 East 17th Street, Austin, Texas, 78774. Each insurer shall use this form and follow these instructions when reporting assessment information to the Comptroller.

**Source:** The provisions of this §57.48 adopted to be effective July 3, 1997, 22 TexReg 6052; amended to be effective March 11, 1998, 23 TexReg 2399; amended to be effective November 12, 1998, 23 TexReg 11411; amended to be effective July 11, 2007, 32 TexReg 4235; amended to be effective December 10, 2007, 32 TexReg 9132.

### **§57.49 Audit**

- (a) The ABTPA may employ or retain the services of auditors for the purpose of assisting the ABTPA to determine an insurer’s compliance with the requirements of Texas Civil Statutes, Article 4413(37), §10.
- (b) All insurers subject to Texas Civil Statutes, Article 4413(37), §10, shall make their books and records reflecting motor vehicle years of insurance available to the auditors upon request during normal business hours.
- (c) The ABTPA may assess to insurance companies charges for audit in cases where the companies’ assertion of Refund Due was determined to be unfounded.

**Source:** The provisions of this §57.49 adopted to be effective July 3, 1997, 22 TexReg 6052; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.50 Report to Department of Insurance**

If the ABTPA determines that an insurer failed to pay or intentionally underpaid the fee required by Texas Civil Statutes, Article 4413(37), §10, the ABTPA shall notify the Department of Insurance with the request that the Department revoke the insurer’s certificate of authority.

**Source:** The provisions of this §57.50 adopted to be effective July 3, 1997, 22 TexReg 6052; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.51 Refund Determinations**

- (a) An insurer claiming an overpayment of the annual fees due the authority under Texas Civil Statutes, Article 4413(37), §10, must file a written claim for refund not later than six months after the date the fees were paid to the ABTPA.
  - (b) The director or the ABTPA designee shall review the claim and obtain from the insurer any additional information, if any, that may be necessary or helpful to assist in the ABTPA determination.
- If an insurer refuses to provide the requested information, the refund may be denied in whole or in part.



- (c) The director or the ABTPA designee is authorized to employ or retain the services of financial advisors to assist in the determination. The director or the designee shall prepare a written report to the ABTPA based on the director's or the designee's review and shall contain findings, conclusions, and a recommendation.
- (d) The ABTPA shall base its determination on the documentary evidence considered by the director or the designee. The two insurance company representatives on the ABTPA shall not participate in the determination. The ABTPA decision shall be based on a majority vote of the five remaining members. The ABTPA decision is final and is not subject to judicial review.
- (e) Upon determining that an insurer is entitled to a refund, the ABTPA shall notify the comptroller and request the comptroller to draw warrants on the funds available to the ABTPA for the purpose of refunding monies overpaid.

**Source:** The provisions of this §57.51 adopted to be effective July 3, 1997, 22 TexReg 6052; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.52 Charges for Copies for Public Records**

- (a) The charges for copies of public records of the ABTPA will be the charges established by the General Services Commission, codified at 1 TAC §§111.61-111.70 (cost of copies of open records).
- (b) The ABTPA may waive or reduce a charge if it determines that waiver or reduction is in the public interest.

**Source:** The provisions of this §57.52 adopted to be effective June 11, 1997, 22 TexReg 5268; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.53 Border Solutions Advisory Committee**

- (a) The border solutions advisory committee is established.
- (b) Purpose and duties. The purpose of the border solutions advisory committee is to provide the ABTPA the benefit of the members' collective expertise and experience to assist the ABTPA in promoting the reduction of vehicle theft in Texas and the bordering States of Mexico and in establishing more effective cooperation, communication and understanding between the two countries' participating agencies. The committee is to advise the ABTPA on issues affecting the auto theft rate along the Texas-Mexico Border, including ways to facilitate the location, recovery and return of vehicles from both sides of the Texas-Mexico Border, and to recommend to the ABTPA, for possible funding, mutually beneficial projects for the aggressive prosecution of vehicle theft and related crime along the Border.
- (c) Composition and appointment of members. The border solutions committee shall consist of representatives from the governmental and private sectors in Texas and Mexico, including grantee and other law enforcement agencies, the insurance industry, and the National Insurance Crime Bureau. Each entity desiring to participate in the committee is limited to one representative member, and the committee may not exceed 24 members. The restriction on the number of members shall not limit the number of individuals who may attend and participate in committee meetings. Each participating entity shall designate its representative member for purposes of this subsection. If the number of participating entities exceeds 24, the ABTPA shall determine the composition of the committee. Committee members may serve for the duration of the committee. If a committee member resigns or otherwise vacates his or her position, another individual representing the same organization may replace the outgoing member.

**Source:** The provisions of this §57.53 adopted to be effective August 19, 1998, 23 TexReg 8505; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.54 Grantee Advisory Committee**

- (a) The grantee advisory committee is established.
- (b) Purpose. The purpose of the grantee advisory committee is to give the ABTPA the benefit of the members' collective expertise and experience to assist the ABTPA in promoting the reduction of motor vehicle theft in Texas and in developing grant projects for that purpose. The committee will serve as liaison between the ABTPA and grantees on grant project matters. The committee will convey program information to grantees and solicit input from grantees on issues and concerns affecting the ABTPA grant program. The committee will consider issues as they arise and convey these issues and related recommendations to the ABTPA for its consideration.
- (c) Composition and appointment of members. The grantee advisory committee shall consist of eight persons, seven of whom will be nominated by the members of the ABTPA. Each ABTPA member may nominate one person to serve on the committee. A member must represent an entity which is a current grantee of the ABTPA. The chair of the ABTPA shall appoint the eighth member whose work with a current grantee includes public awareness relating to motor vehicle theft. Committee members serve a one-year term, beginning January 1 of each year. The ABTPA shall appoint new members for the next year, no later than the December meeting of each year. If a committee member resigns or otherwise vacates his or her position prior to the end of a term, the ABTPA shall appoint a replacement, as recommended by the appropriate ABTPA member, to serve the remainder of the unexpired term.

**Source:** The provisions of this §57.54 adopted to be effective August 19, 1998, 23 TexReg 8505; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.55 Insurance Fraud Advisory Committee**

- (a) The insurance fraud advisory committee is established.
- (b) Purpose. The purpose of the insurance fraud advisory committee is to give the ABTPA the benefit of the members' collective expertise and experience to assist the ABTPA in promoting the reduction of motor vehicle theft in Texas and in promoting communication and cooperation between Mexico and Texas on mutual opportunities to protect against motor vehicle theft and insurance fraud. The committee will consider issues relating to insurance fraud and its connection to the theft of motor vehicles in Texas, recommend solutions to the ABTPA, and encourage grantees to seek funding for anti-fraud projects. The committee will further consider and recommend ways in which the insurance industry might assist the ABTPA in raising public awareness of insurance fraud and its economic impact.
- (c) Composition and appointment of members. The insurance fraud advisory committee shall consist of no more than 19 persons appointed by the committee chair. The committee chair may appoint, by December of each calendar year, a co-chair. Such co-chair shall be a member of law enforcement from a current law enforcement grantee. At least one member of the committee shall be a current grantee. Other committee members shall be representatives from insurance companies in Texas, selected proportionately from different geographical sections of the state. Other members of the ABTPA may nominate persons for appointment to the committee. Committee members may serve for the duration of the committee. If a committee member resigns or otherwise vacates his or her position, another individual representing the same organization may replace the outgoing member.

**Source:** The provisions of this §57.55 adopted to be effective August 19, 1998, 23 TexReg 8505; amended to be effective November 14, 1999, 24 TexReg 10146.

### **§57.56 General Requirements for Advisory Committees**

The border solutions advisory committee, the grantee advisory committee and the insurance fraud advisory committees are subject to the following provisions:

- (a) Committee chair. The chair of each committee shall be appointed by the chair of the ABTPA and shall be a current member of the ABTPA.
- (b) Meetings. A committee shall meet at the call of the committee chair or the ABTPA. Except for the grantee advisory committee which shall meet no more than six times each calendar year, a committee shall meet no more than two times each calendar year. Committee meetings are open to the public.
- (c) Manner of reporting. The chair of a committee shall report, as needed, on committee activities to the ABTPA during its regular meetings.
- (d) Reimbursement of committee member expenses. The ABTPA shall not reimburse committee members for travel, lodging, meals or other expenses related to service on a committee. Nor may committee members or committee participants' pay for such expenses from ABTPA grant funds unless approved by the legislature and the ABTPA.
- (e) Evaluation of committee costs and benefits. By October 1 of each year, ABTPA staff, in consultation with each committee chair, shall evaluate for the previous fiscal year and report to the ABTPA for each committee, on:
  - (1) the committee's work;
  - (2) the committee's usefulness; and
  - (3) the costs related to the committees existence, including the cost of ABTPA staff time spent in support of the committee's activities.
- (f) Committee's term. Each committee is abolished on August 31, 2014, unless the ABTPA amends this paragraph to establish a different date.
- (g) Report to legislative budget board. As required by state law, the ABTPA shall biennially report to the legislative budget board the information developed under paragraph (5) of this section in evaluating each committee's costs and benefits.

**Source:** The provisions of this §57.56 adopted to be effective August 19, 1998, 23 TexReg 8505; amended to be effective November 14, 1999, 24 TexReg 10146; amended to be effective May 6, 2002, 27 TexReg 3788; amended to be effective November 20, 2006, 31 TexReg 9481; amended to be effective December 10, 2007, 32 TexReg 9132; amended to be effective February 8, 2010, 35 TexReg 883.

### **§57.57 Historically Underutilized Business (HUB) Program**

The ABTPA adopts the rules of the General Services Commission relating to the Historically Underutilized Business (HUB) Program and codified at 1 Texas Administrative Code, Part V, Subchapter B, Chapter 111, §§111.11-111.16.

**Source:** The provisions of this §57.57 adopted to be effective January 27, 1999, 24 TexReg 420; amended to be effective November 14, 1999, 24 TexReg 10146.

**§57.58 Licensure of Intellectual Property**

- (a) ABTPA may authorize the licensure of ABTPA owned intellectual property.
- (b) ABTPA will determine the monetary value of ABTPA intellectual property and will set license fees.
  - (1) In determining an appropriate fee for licensure of ABTPA intellectual property, ABTPA will consider the:
    - (A) commercial rates for comparable property;
    - (B) development cost;
    - (C) intended use of the property;
    - (D) private or public status of the requestor; and
    - (E) primary beneficiary of the license.
  - (2) ABTPA may waive or reduce the amount of fees, royalties, or other monetary value to be assessed if the ABTPA determines that such waiver or reduction will further the goals and missions of the ABTPA and result in a net benefit to the state. In making this determination, ABTPA will consider whether:
    - (A) the licensee is a governmental entity;
    - (B) the intellectual property will be used for a commercial purpose;
    - (C) ABTPA is the primary beneficiary of the licensee's use of the intellectual property; and
    - (D) ABTPA has an interest in maximizing the distribution and use of the intellectual property.

**Source:** The provisions of this §57.58 adopted to be effective November 8, 2011, 36 TexReg 7566.



**CONTINUING OUR MISSION TO REDUCE BURGLARY AND AUTO THEFT IN TEXAS**

